

4-0365

02-11

3d Office

THIS BOOK DOES
NOT CIRCULATE

EAST PATERSON BOARD OF EDUCATION

with

EAST PATERSON EDUCATION ASSOCIATION

AGREEMENT

PREAMBLE

This Agreement entered into this day of June, 1970
by and between the Board of Education of East Paterson, the Borough
of East Paterson, New Jersey, hereinafter called the "Board", and
the East Paterson Education Association, hereinafter called the "Asso-
ciation."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare
that providing a quality education for the children of the East Paterson
School District is their mutual aim and that the character of such edu-
cation depends predominately upon the quality and morale of the teach-
ing service, and

WHEREAS, the members of the teaching profession are particu-
larly qualified to advise the formulation of policies and programs designed
to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303,
Public Laws of 1968 to negotiate with the Association as the representa-
tive of employees hereinafter designated, with respect to the terms and
conditions of employment, and

WHEREAS, the parties have reached certain understandings
which they desire to confirm in this Agreement,

In consideration of the mutual covenants herein contained, it is
agreed as follows:

ARTICLE II

NEGOTIATING PROCEDURE

A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws 1968.

B. Negotiations will begin not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. In the event either party desires a change in the current agreement, notice should be given to the other party by Registered Mail, to be received not later than October 1st, setting forth which articles are to be negotiated, it being understood that every article to be so negotiated must be specifically set forth in said notice. If such notice is not received by either party by October 1st as aforesaid, the terms and conditions of this Agreement will continue for a full year following its expiration date. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

C. During negotiation the parties shall meet at mutually agreed upon times and shall freely exchange points of view, present relevant data and make proposals and counter proposals. They shall supply to each other for inspection and copying all requested and pertinent records, data and budgetary information as it becomes available to the respective parties in regular course.

D. 1. Representatives of the Board and the Association's negotiations committee shall meet by mutual agreement for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

2. Each party shall submit to the other, at least three days prior to the meeting, an agenda covering matters they wish to discuss.

3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibility, unless otherwise agreed.

4. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise herein provided, nothing contained in this Agreement shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I hereof, with any organization other than the Association, for the duration of this Agreement.

2. Nothing herein contained shall be construed as limiting the rights of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Any aggrieved employee shall institute action under the provisions hereof within thirty calendar days of the occurrence complained of, or within thirty calendar days after he would reasonably be expected to know of its occurrence. Failure to act within the said thirty day period shall be deemed to constitute an abandonment of the grievance.

4. Level One

A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

5. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One and his principal has completed the grievance form, or if no decision has been rendered within five school days after presentation of the grievance, he may file the grievance in writing with the East Paterson Education Association (hereinafter referred to as Association) within five school days after the decision at Level One or ten school days after the grievance was presented, whichever is sooner. Within five school

e. Five school days after the decision of the Arbitrator is submitted, the Board shall render its final decision on the grievance.

f. The cost for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne by the party ruled against, as determined by the Arbitrator. If, in the opinion of the Arbitrator, there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting the aggrieved employee or employees, the Board shall bear the entire cost. If, on the other hand, the Arbitrator decides that there has been no inequitable, improper or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting the aggrieved employee or employees, the employee or the Association, whichever is applicable, will bear the entire said cost. If there is no clear cut decision by the Arbitrator, the said costs shall be borne equally by the Board and the Association or employee, whichever is applicable.

D. Rights of Teachers to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present to state its views at all stages of the grievance procedure.

2. An employee or his representative processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

E. Miscellaneous

1. If in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such a grievance in writing, to the Superintendent directly, and the process of such grievance shall be commenced at Level Two.

2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor, and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Three shall be in accordance with the procedure set forth in Section C, paragraph 5d of this Article.

3. All documents, communications and records dealing with the processing of a grievance shall be filed and kept in the personnel file of all of the participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. All meetings and hearings under this procedure shall not be conducted in public unless requested by either party and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV
TEACHERS RIGHTS

A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subjected to the grievance procedure herein set forth. .

B. Whenever any tenure teacher is required to appear before the superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

C. Whenever any non-tenure teacher is required to appear before the Board of Education or any committee thereof on any matter, he shall be entitled to representation by the Association or a representative of his own choosing. .

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association, for copying, all information available to the public, a register of certificated personnel, together with information which may be necessary for the Association to process any grievance or complaint, with the permission of the teacher involved.

B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, or grievance proceedings, he shall suffer no loss in pay.

C. The Association and its representatives may use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of all such meetings, and may approve the use of the school buildings.

D. The Association may use school facilities and equipment, including typewriter, mimeographing machines, other duplicating equipment, calculating machines, at reasonable times, when such equipment is not otherwise in use. However, the prior approval of the Principal or his designated representative must be obtained. The Association will provide all materials and supplies at its own cost and expense.

E. The Association may have, in each school building, the exclusive use of a bulletin board in each faculty lounge with the approval of the building Principal.

F. An advisory committee, organized by the Association, shall assist the Superintendent, Board or any committee or member thereof, in the planning of all orientation and in-service programs.

G. The Association may have the right to use the inter-school mail facilities and school mail boxes as it deems necessary with the prior approval of the Superintendent.

H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organization for the length of this contract.

ARTICLE VI

SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached and made a part hereof.

B. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments the 15th and 30th of the month.

2. Teachers may individually select to have ten (10) per cent of their monthly salary deducted from their pay and deposited in the South Bergen Teachers Federal Credit Union, 49 Jewell Street, Garfield, N.J. Teachers shall join this program prior to September 15th, and cannot withdraw prior to June 30th of each school year.

3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.

ARTICLE VII

SICK LEAVE

A. As of September 1, 1970 all teachers employed shall be entitled to ten (10) sick leave days each year as of the first official day of said school year.

B. As of September 1, 1970 all teachers with twenty (20) years or more of service in East Paterson will receive an additional two (2) days of sick leave each school year as of the first official day of said school year.

C. Unused sick leave days shall be accumulated from year to year with no maximum limit.

D. Full time teachers who have obtained tenure and who have exhausted their accumulated sick leave days shall be paid their regular per diem salary minus the established cost of a substitute teacher for up to five (5) days for each year of service above the tenure year to a maximum of ninety (90) days which is non-cumulative.

ARTICLE VIII

TEMPORARY LEAVE OF ABSENCE

A. As of the beginning of the 1970-71 school year teachers shall be entitled to the following temporary non-cumulative leaves of absence with full pay each school year.

1. One (1) day of leave of absence for the personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's Principal or other immediate Superior for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergency) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section.

2. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

3. Up to two (2) days for one (1) representative of the Association to attend conferences and conventions of county, state and national affiliated organizations, without pay.

4. Time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system or in any other legal proceedings if the teacher is required by law to attend.

5. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, parent, grandparent, brother or sister.

6. Up to four (4) days at any one time in the event of death of a teacher's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law and any other member of the immediate household.

7. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, not to exceed two (2) weeks, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he received from the state for federal government.

8. Other leaves of absence with pay may be granted by the Board for good reason.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE IX

EXTENDED LEAVE OF ABSENCE

A. A leave of absence, without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teachers Corps., or serve as an exchange teacher or overseas teacher, and is a full time participant in either of such programs, or accepts a Fulbright Scholarship.

B. A teacher on tenure shall be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university.

C. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

D. Maternity leave - as per policy.

E. Other leaves of absences without pay may be granted by the Board for good reasons.

F. 1. Upon return from leave granted pursuant to Section A, B or C of this ARTICLE, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on leave granted pursuant to Section D or E of the ARTICLE, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

ARTICLE X

INSURANCE PROTECTION

A. As of the beginning of the 1970-71 school year, the Board shall provide health-care insurance protection through the State Health Benefit Plans. The Board shall pay the full premium for each teacher and in cases where appropriate for family-plan insurance coverage.

B. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the 1970-71 school year, which shall include a clear description of conditions and limits of coverage.

ARTICLE XI

SABBATICAL LEAVE

To improve the quality of the professional staff, the Board of Education shall upon the recommendation of the Superintendent, grant a sabbatical leave to a full time professional staff member who has ten (10) years of experience in the East Paterson Public School System.

Leave shall be for the purpose of advanced study. Granting of leave shall not imply a change of position or promotion related to the sabbatical activity.

Leave shall be granted for one (1) year at half (1/2) salary. Salary is based upon the rate of pay in the sabbatical year. Award of a grant or fellowship shall not affect this stipend. No person will accept contractual employment while on sabbatical leave unless approved by the Board of Education. When he returns, he shall be placed on the proper step of the guide.

Only two (2) members of the professional staff are to leave in any one (1) year.

A person desiring sabbatical leave must place a written request with the Superintendent describing in detail the reason, plans and dates of the leave. Requests for sabbatical leave must be in the office of the Superintendent of Schools on or before January 15th of the year prior to the sabbatical. This deadline may be waived at the discretion of the Superintendent. The Board of Education shall act on sabbatical leaves requests at a regularly scheduled Board of Education meeting. Notification of approval of sabbatical leave will be made on or before February 15th.

The teacher shall indicate agreement to stay in the system at least three years following the sabbatical leave. If circumstances prevent the fulfillment of three (3) years of service, the person shall reimburse the district in direct proportion of the unfilled time, except in case of death or permanent disability.

The criterion for approval of applicants for sabbatical leave shall be the possibilities for greatest benefit to the school system.

A teacher may re-qualify for sabbatical leave seven (7) years after receiving first sabbatical.

Payment of sabbatical leave stipend will follow normal pay procedures.

ARTICLE XII

TEACHER-ADMINISTRATION LIAISON

A. The Association shall select a Liaison Committee for each school building which shall meet with the Principal at least once a month during the school day for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. Said committee shall consist of not more than one (1) member for every fifteen (15) teachers in the school building, but shall in no event have less than two (2) members.

B. Minutes of the meetings of the Liaison Committee shall be kept and signed by the Principal and the representatives of the teachers and forwarded to individual members of the Board of Education through the office of the Superintendent.

C. The Association's representatives shall meet with the Superintendent during the year to review and discuss current school problems and practices and the administration of this agreement. Meetings shall be established by mutual agreement but in no case shall there be less than three (3) meetings in any one school year.

ARTICLE XIII

DEDUCTION FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its teachers dues for the East Paterson Education Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of corrections shall be transmitted to the Treasurer of the East Paterson Education Association by the 15th of each month following the monthly pay period in which deduction were made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below:

----- AUTHORIZATION -----

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____

School Building _____ District _____

To: Disbursing Officer - _____ Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1st next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from an liability thereof.

I designate the East Paterson Education Association to receive dues and distribute according to the organizations indicated:

East Paterson Education Association	()
Bergen County Education Association	()
New Jersey Education Association	()
National Education Association	()

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorizations for dues deductions may be received after August 1st under rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1st and become effective to halt deductions as of January 1st next succeeding the date on which notice of withdrawal is filed.

B. The Board agrees to deduct from teacher's salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have such deduction discontinued at any time upon sixty (60) days' written notice to the Board and the appropriate association.

DISPOSITION OF THOSE ITEMS
IN QUESTION BEFORE THE
PUBLIC EMPLOYMENT RELATIONS COMMISSION

A. The Association and the Board agrees to reopen negotiations seven (7) days after the Public Employment Relations Commission rules on the petition file by the Ramsey Education Association with respect to the negotiability of the following items:

1. School Calendar
2. Teaching Hours and Load
3. Class Size
4. Specialists
5. Non-teaching Duties
6. Teacher Employment
7. Teacher Assignment
8. Voluntary Transfer and Reassignment
9. Involuntary Transfer and Reassignment
10. Promotions
11. Teacher Evaluation
12. Substitutes
13. Extra Pay for Extra Work
14. Profession Development and Educational Improvement
15. Miscellaneous Provisions

B. Those items not filed by the Ramsey Education Association but which appear in the East Paterson Education Association petition before the Public Employment Relations Commission shall become negotiable immediately after the ruling by the Public Employment Relations Commission.

C. Those items ruled non-negotiable by the Public Employment Relations Commission can become negotiable by agreement between Board and the Association.

SCHEDULE A

TEACHER SALARY GUIDE

STEP	NON DEGREE	B. A.	B. A. + 30	M. A.	M. A. + 30
1.	6050	7500	7900	8100	9000
2.	6380	7800	8200	8450	9350
3.	6710	8100	8500	8800	9700
4.	7040	8400	8800	9150	10050
5.	7370	8700	9100	9500	10400
6.	7700	9000	9400	9850	10750
7.	8030	9300	9700	10200	11100
8.	8360	9600	10000	10550	11450
9.	8690	9900	10300	10900	11800
10.		10200	10650	11300	12200
11.		10500	11000	11700	12500
12.		10800	11350	12100	13000
13.		11100	11700	12500	13400
14.		11500	12050	12900	13800
15.		11900	12400	13300	14200

SCHEDULE B

SALARY GUIDE FOR DEPARTMENT CHAIRMEN

1970-1971

<u>LEVEL</u>	<u>TEACHERS</u>	
I	1 - 5	\$425.00
II	6 - 10	650.00
III	11 - 15	875.00
IV	16 & over	900.00

SCHEDULE C

EAST PATERSON PUBLIC SCHOOLS

East Paterson, N. J. 07407

SALARY GUIDE FOR GUIDANCE PERSONNEL

1970-1971

ALL GUIDANCE SALARIES ARE \$600.00 ABOVE

TEACHERS' GUIDE, SCHEDULE A.

JOHN PATTERSON PUBLIC SCHOOLS

1970-71 SCHOOL CALENDAR

	M	T	W	T	F
September '70	7	8	9	10	11
16	14	(15)	16	17	18
	21	22	23	24	25
	28	29	(30)		
October				1	2
18	5	6	7	8	9
	12	13	14	(15)	16
	19	20	21	22	23
	26	27	28	29	(30)
November	2	3	4	5	6
16	9	10	11	12	(13)
	16	17	18	19	20
	23	24	25	26	27
	(30)				
December		1	2	3	4
17	7	8	9	10	11
	14	(15)	16*	17	18
	21	22	(23)	24	25
	28	29	30	31	
January '71					1
20	4	5	6	7	8
	11	12	13	14	(15)
	18	19	20	21	22
	25	26	27	28	(29)

	M	T	W	T	F
February	1	2	3	4	5
18	8	9*	10	(11)	12
	15	16	17	18	19
	22	23	24	25	(26)
March	1	2	3	4	5
23	8	9	10	11	12
	(15)	16	17	18	19
	22	23	24	25	26
	29	(30)	31		
April				1	2
15	5	6	(7)	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28*	29	(30)
May	3	4	5	6	7
20	10	11	12	13	(14)
	17	18	19	20	21
	24	25	26	27	(28)
	31				
June		1	2	3	4
20	7	8	9	10	11
	14	(15)	16	17	18
	21	22	23	24*	25*
	(28)*	29	30		

Sept. 3	Orientation-New Teachers
Sept. 7	Labor Day
Sept. 8	Orientation-Entire Staff
Sept. 9	First Day of School
Oct. 1-2	Rosh Hashanah
Oct. 12	Columbus Day
Oct. 26	Veteran's Day
Nov. 3	Election Day
Nov. 5-6	N.J.E.A. Convention
Nov. 26-27	Thanksgiving
Dec. 24-Jan. 1	Christmas Vacation
Feb. 12	Lincoln's Birthday
Feb. 15	Washington's Birthday
Apr. 8-16	Easter Vacation
May 31	Memorial Day
June 28	Last Day of School

(June 25 last day of school if fewer than 3 days used)

Adopted

4/2/70

Teacher Institute Days
Dec. 16
Feb. 9
Apr. 28

June 22 - Jr. High Graduation
June 23 - Sr. High Graduation

Nov. 13-End of First Marking Period
Jan. 29-End of Second Marking Period
Apr. 23-End of Third Marking Period

* Half Day Sessions

() Denotes paydays

183 School Days
185 Teacher Days

ARTICLE XV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of the 3rd day of September, 1970 and shall continue in effect until June 30, 1971, subject to the Association's right to negotiate a Successor Agreement as provided in ARTICLE II hereof. This Agreement shall continue in effect from year to year unless notice is received as set forth in ARTICLE II. hereof.
- B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

ATTEST:

EAST PATERSON BOARD OF
EDUCATION


PETER SPENZI, SECRETARY

BY


JACK WHITE, PRESIDENT

ATTEST:

EAST PATERSON EDUCATION
ASSOCIATION


EVELYN FREEMAN, SECRETARY

BY


ELIZABETH G. GELTZ, PRESIDENT